BRUHAT BENGALURU MAHANAGARA PALIKE

TENDER DOCUMENT – KW2

(WORKS COSTING LESS THAN Rs. 50 LAKHS)

Name of Work: Removal of silt & Other maintenance of roads and drains in new ward no. 09 Hebbala Kempapura.

Estimate Cost: 30.00 Lakhs

Section	Description
1	INVITATION FOR TENDERS (IFT)
2	INSTRUCTIONS TO TENDERERS (ITT)
3.	QUALIFICATION INFORMATION
4.	FORM OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM
5.	CONDITIONS OF CONTRACT (CC)
6.	CONTRACT DATA
7	SPECIFICATIONS
8	DRAWINGS
9.	BILL OF QUANTITIES
10.	FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

BRUHAT BANGALORE MAHANAGARA PALIKE

Office of the Executive Engineer, Byatarayanapura Division, No. 2152/20, Defence colony, BWSSB tank road, Sahakarnagara, BBMP office, Byatarayanpura Bangalore – 560 092

No.EE/BTP/BBMP/KPPP/12/2024-25, Date: 20-12-2024

INVITATION FOR SHORT TERM TENDERS (IFT)

(Through GOK https://kppp.karnataka.gov.in/ Portal only)

Tender for the following works on item rate basis are invited as Standard Bid Documents by the Executive Engineer, Byatarayanapura Division on behalf of the Commissioner, BBMP from the registered contractors of Bruhat Bangalore Mahanagara Palike or equivalent registration with CPWD / KPWD / Railways / MES or any State Government Organizations may apply through Kppp.karnataka.gov.in/portal as per schedule of events.

The Tender Document can be downloaded from the GOK Karnataka Public Procurement Portal Website (https://kppp.karnataka.gov.in/#/portal/portal-home) on payment of prescribed fee (Non Refundable) as prescribed by Karnataka Public Procurement Portal Portal in the form of e-Payment through Karnataka Public Procurement Portal Platform. The Tenderer should accompany a copy of the Registration Certificate valid upto the year of 2025 and shall be submitted through https://kppp.karnataka.gov.in/#/portal/portal-home Portal Only.

Sl. No	Ward No	Name of Work	Approximate value of work (Rs. In	EMD (in Rupees)	Category	Cost of Tender form in Rs. (Non-Refunda

			Lakhs)			**ble) inclusive of GST)**
TWO COVER TENDER						
1	5	Removal of silt & Other maintenance of roads and drains in new ward no. 05 Kogilu	30.00	30000	SC	As per Karnataka Public Procurement Portal
2	6	Removal of silt & Other maintenance of roads and drains in new ward no. 06 Jakkuru	30.00	60000	Others	As per Karnataka Public Procurement Portal
3	7	Removal of silt & Other maintenance of roads and drains in new ward no. 07 Thanisandra	30.00	30000	SC	As per Karnataka Public Procurement Portal
4	8	Removal of silt & Other maintenance of roads and drains in new ward no. 08 Amruthahalli	30.00	60000	Others	As per Karnataka Public Procurement Portal
5	9	Removal of silt & Other maintenance of roads and drains in new ward no. 09 Hebbala Kempapura	30.00	30000	ST	As per Karnataka Public Procurement Portal
6	10	Removal of silt & Other maintenance of roads and drains in new ward no. 10 Byatarayanapura	30.00	60000	Others	As per Karnataka Public Procurement Portal
7	11	Removal of silt & Other maintenance of roads and drains in new ward no. 11 Kodigehalli	30.00	60000	Others	As per Karnataka Public Procurement Portal
8	12	Removal of silt & other maintenance of roads and drains in New Ward No. 12 Doddabommasandra.	30.00	60000	Others	As per Karnataka Public Procurement Portal
9	13	Removal of silt & other maintenance of roads and drains in New Ward No. 13	30.00	60000	Others	As per Karnataka Public Procurement

		Vidyaranyapura.				Portal
10	14	Removal of silt & other maintenance of roads and drains in New Ward No. 14 Kuvempunagara.	30.00	60000	Others	As per Karnataka Public Procurement Portal

Note: Eligibility & Class of Contractors

1. Class IV : Upto Rs.1.00 Lakhs
2. Class III : Upto Rs.10.00 Lakhs
3. Class II : Upto Rs.25.00 Lakhs
4. Class 1B : Upto Rs.100.00 Lakhs
5. Class 1A : Any Amount

Date of Events

1 **Pre bid meeting will be held on: 26-12-2024 at 3.00 PM in the office of the Office of the Executive Engineer, Byatarayanapura Division,No. 2152/20, Defence colony, BWSSB tank road, Sahakarnagara, BBMP office, Byatarayanpura Bangalore – 560 092, to clarify the issue and to answer questions on any matter that may be raised at that stage as stated in "Instructions to Bidders" of the bidding document.**

2 **Last Date for uploading the Filled Tender Document is 31-12-2024 upto 16.00 Hrs**

3 **Technical Bids will be opened on the website https://kppp.karnataka.gov.in/ in the office of the Executive Engineer 02-01-2025 at 11.00 AM if posible.**

4 **Date of Opening of Financial bid is on: 03-01-2025 @ 11.00 A.M if possible (For Two Cover System)**

CONDITIONS:

1 The Tender Notification along with Blank Tender Form will be accessible in the website of GOK Karnataka Public Procurement Portal Platform **(https://kppp.karnataka.gov.in) website.**

2 Tender documents may be downloaded from Government of Karnataka Karnataka Public Procurement Portal website

https://kppp.karnataka.gov.in/#/portal/portal-home under login for Contractors. Aspiring Bidders/Contractors who have not registered in Karnataka Public Procurement Portal should register before participating through the website https://kppp.karnataka.gov.in/#/portal/portal-home or contact Karnataka Public Procurement Portal Helpdesk at 080 – 22485867 / 22485927.

3 The Tender will remain valid for 90 Days from the Date of Opening of Tender.

4 The Work shall be commenced with all Men and Material within 7 days from the Date of Work Order, failing to which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tendered.

5 Frequency of the quality tests of all the materials and other tests have to be conducted by contractor as per MORT & H (IV Revision), IRC guidelines & other relevant Indian standards in his laboratory or any other Laboratory assigned by the BBMP on his own cost in presence of Engineer/ consultants appointed by BBMP.

6 As per Govt. Order No.LD 300/LET/2006, Dated: 18.07.2007, 1% of the bill amount will be deducted and remitted to Karnataka State Building & Other Construction Employees Welfare Board.

7 The Tenderers are advised to note the minimum qualification criteria specified in clause 3 of the Instructions to Tenderers to qualify for award of the contract (Standard Tender Document – KW-1/2/3 & 4 according to estimated cost) and Electrical / Plumbing License is required for building work.

8 Any Corrigendum / Modification will be notified in the Notice Board of the Undersigned.

9 The BBMP reserves the right to accept/reject any or all tenders without assigning any reasons what so ever.

10 **Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security Deposit in form of DD drawn in favour of Commissioner, BBMP, Bangalore payable at Bangalore from nationalized / scheduled bank for an amount equivalent to 5% of the Contract price. Otherwise Action will be taken to get the Work executed through Alternate Agency at the**

risk and cost of the Former Tenderer.

11 Further any particulars can be obtained from the office of the Executive Engineer, Byatarayanapura Division, BBMP during the working days between 10.00 A.M. to 5.00 P.M.

12 The bidder should give an undertaking that he/she would abide by the provisions of employees provident fund and shall remit PF of labourers to the respective PF offices or else BBMP have the right to deduct the PF amount from the work bills and remit the same to the respective PF Offices.

13 The contractor shall quote the rates inclusive of PF as per the applicable rate as issued by the PF department from time to time in respect of employee employed by the contractor (as per section (6) of the Act. details of contribution which shall be paid the employer towards his share as also deduction from the employee's wages within 15 days from the close of every month with the concerned PF Commissioner) and shall satisfy the EPF and MF Act, 1952 and compliance of the same. In default by the contractor, deduction from any amount payable to the contractor under any contract is permissible and such amount paid by the commissioner BBMP can also recovered from the contractor as provided under sec. 421 of/refunded by/BBMP against documentary evidence.

14 If Bidder is failed to submit the prescribed documents as per Nature of work and as per conditions of the standard tender document, action will be taken as per the Government Order No.675/2020, Date: 22-12-2020.

15 **Bidder has to submit the difference amount DD to the Office of Executive Engineer, Byatarayanapura Division, BBMP on or before the last day of submission for tender and also upload the scanned copy of Diffrence Amount DD while applying for tender, if not tender will be cancelled.**

16 The Successful bidder shall give an undertaking that he/she would abide by the provisions of employees provident fund act.

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17 Remittance towards PF shall be commensurate with the labour component of the work involved.

18 The bidder shall remit PF of labourers to bidder permanent PF account only.

19 The contractor shall quote tender rates inclusive of all applicable taxes, levies, duties and cess, building worker welfare cess as per the latest notification of GOK and GOI prevailing on the date NIT.

20 The bidder should maintain register of labours deployed and wages paid for the workers and shall produce the documents whenever called for by the competent authority. Remittance towards PF shall be commensurate with the labour component of the work involved.

21 ¸ÀPÁðgÀzÀ C¥ÀgÀ ªÀÄÄRå PÁAiÀÄðzÀ²ðUÀ¼ÀÄ, DyðPÀ E¯ÁSÉ gÀªÀgÀ ¸ÀÄvÉÆÛÃ¯É ¥ÀvÀæ ¸ÀASÉå: DE 417 ªÉZÀÑ-12/2024, ¢£ÁAPÀ: 09-08-2024 gÀ°è DzÉÃ²¹gÀÄªÀAvÉ ¸ÀPÁðgÀ¢AzÀ FUÁUÀ¯ÉÃ C£ÀÄªÉÆÃ¢¸À¯ÁzÀ KPÀgÀÆ¥À C£ÀÄ¸ÀÆa zÀgÀUÀ¼À (UniSR) C£ÀéAiÀÄ vÀAiÀiÁj¸À¯ÁzÀ CAzÁdÄ ¥ÀnÖAiÀÄ°è GST ªÉÆvÀÛªÀ£ÀÄß ºÉÆgÀvÀÄ¥Àr¹ mÉAqÀgïVlÖ ªÉÆvÀÛªÀ£ÀÄß ¤UÀ¢ü¥Àr¹, mÉAqÀgï DºÁé¤¹zÉ. ªÀÄvÀÄÛ UÀÄwÛUÉzÁgÀgÀÄ mÉAqÀgïVlÖ ªÉÆ§°UÉ JzÀÄgÁV mÉAqï£À°è GST ºÉÆgÀvÀÄ¥Àr¹ ¤ÃqÀÄªÀ zÀgÀUÀ¼À£ÀÄß vÀÄ®£É ªÀiÁr L1 mÉAqÀgïzÁgÀgÀ£ÀÄß ¤zsÀðj¸À¯ÁUÀÄªÀÅzÀÄ.

Sd/-

Executive Engineer

Byatarayanapura Division

Bruhath Bangalore Mahanagara Palike

Copy to:

1 The Hon'ble Chief Commissioner, BBMP for kind information

2 Special Commissioner (Projects) / Additional Commissioner (Finance) / Zonal Commissioner (Yelahanka Zone), BBMP for kind information.

3 Joint Commissioner (Yelahanka), BBMP for kind information.

4 Engineer-in-Chief, BBMP for kind information

5 Chief Engineer (Yelahanka) / Superintending Engineer (Yelahanka), BBMP for kind information.

6 The District tender Bulletin Officer, and the Deputy Commissioner, Bangalore urban district with a request to publish the same in the district tender bulletin

7 CAO/ Chief Auditor for kind information.

8 I.T Advisor with a request to publish in the BBMP website.

9 All Executive Engineers of BBMP with request to publish the same in the display/notice boards.

10 Accounts Superintendent / Cashier for information.

11 Public Relation Officer, BBMP with a request to take need full action to publish the same in any two leading daily news papers (in Kannada and English)

12 Notice Board/Office Copy.

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. Scope of Tender

1.1 The Executive Engineer, Byatarayanapura Division, Yelahanka Zone, BBMP Bangalore Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka

2.2 **Tenders from Joint ventures are not acceptable.**

3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years i.e., ,, 2019-20, 2020-21, 2021-22, 2022-23,2023-24

(a) achieved in at least two financial years a minimum financial turnover (in all classes of Civil Engineering construction works only of Rs. 60.00 Lakhs,

(b) Satisfactorily completed (at least 50% of the contract value), as prime contractor, at least one similar nature of work value not less than Rs 15.00 Lakhs.

(c) executed in any one year, the following minimum quantities of work:

Sl.No	Description	Unit	Quantity
1	Supply of Unskilled (Heavy work),Unskilled (Light Work),Sweeper,Bill over, Blue Printer, Chief Mazdoor, Labours	Day	1296.00
2	Supply of Hydraulic Excavator of 0.9 m3	Hr	54.00
3	Supply of Tractor-Trolley	Hr	1728.00

(d) 3.3 Each Tenderer should further demonstrate:

(a) Availability by owning at least 50% of the required/Specified key and critical equipment for this work and

(b) The remaining 50% can be deployed on lease/hire basis for all works provided, the relevant documents (Commitment agreements etc.) for availability for this work are furnished:

Liquid assets and /or availability of credit facilities of no less than Rs. 10.00 Lakhs (Credit lines/ letter of credit/ certificates from nationalized banks for meeting the fund requirement etc.

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above.

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender, capacity = (A*N*2.5 - B)

Where ;

A = Maximum value of works executed in any one year during the last five years taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at 2023-24 price level, of existing commitments and on-going works to be completed during the next 6 Months.

Note: *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.*

3.2 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

B. Tender documents

4. Content of Tender documents

The Contractor should go through the Tender Document and submit the response
Technical/commercial through e-procurement portal online after downloading the tender.

5. Amendment of Tender documents

5.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

5.2 Any addendum thus issued shall be part of the tender documents and shall be posted online in the e-procurement portal which Contractors should download.

5.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary

the deadline for submission of tenders on line through e-procurement portal, in accordance with Sub-Clause 12.2 below.

C. Preparation of Tenders

6. Documents comprising the Tender

6.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows::

6.1.1 First Cover: (Only online)

(a) Earnest Money Deposit; on line payment through e-Procurement platform.

(c) Qualification Information as per formats given in **Section 3; Qualification Information.**

6.1.2 Second Cover: (Only online)

(a) The Tender (in the format indicated in Section 4)

(b) Priced Bill of Quantities (Section 9); online through e-procurement portal, no hardcopy of commercials should be attached or disclosed.

and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

6.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

7. Tender prices

7.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

7.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. Corrections, if any, shall be made online only before the submission of the bid.**

7.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

7.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

8. Tender validity

8.1 Tenders shall remain valid for a period not less than ninety days after the deadline date for tender submission specified in Clause 12. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

8.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 9 in all respects.

9. Earnest money deposit

9.1 Earnest Money Deposit/ Bid security

Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. The contractors shall submit the digitally signed tenders electronically on or before the date and time of submission published in the Karnataka Public Procurement Portal along with stipulated EMD

.

10. Format and signing of Tender

Tenderer shall submit the Bid electronically before the submission date and time published in procurement portal.

D. Submission of Tenders

11. Tenderer shall submit the Bid electronically before the submission date and time published .

12. Deadline for submission of the Tenders

12.1 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 5, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

13. Late Tenders

13.1 In online eprocurement system ,you shall not be able to submit the bid after the bid submission time and date as the icon or the task in the eprocurement portal will not be available.

14. Modification and Withdrawal of Tenders

Tender has all the time to modify and correct or upload any relevant document in the portal till Bid submission date and time ,as published in the eprocurement portal .

E- Tender opening and evaluation

15. Opening of First Cover of all Tenders and evaluation to determine qualified Tenderers:

15.1 The Employer will open online the First Covers of all the Tenders received through eprocurement portal, in the presence of the Tenderers or their representatives who choose to attend at 11.00 hours on the date and the place specified in the e-procurement portal. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

15.3 The Tenderes names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening.

15.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 15.3.

15.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the

minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.[1]

16 Opening of Second Cover of qualified Tenderers and evaluation:

16.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders. The Employer will open online the Second Covers of Qualified Tenderers at the appointed time and date (as indicated in the e-Procurement Portal) in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day.

16.4 The Employer shall prepare minutes of the Second Cover Tender opening.

17. Process to be confidential

17.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

18 Clarification of Tenders

18.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted .

18.2 Subject to sub-clause 18.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

18.3 Any effort by the Tenderer to influence the Employer in the Employer’s Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers’ Tender.

19. Examination of Tenders and determination of responsiveness

19.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has digitally signed; and; (b) is substantially responsive to the requirements of the Tender documents.

19.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents,

[1] The evaluation of the technical aspects contained in the first cover should be completed within a reasonable period and the time gap between the opening of the first and second cover should be the minimum and in any case not more than 45 days {In exceptional cases, approval of the Secretary to the Government of the concerned Department/Managing Director of the Corporation shall be obtained, where the period is more than 45 days but less than 60 days. If it exceeds 60 days the tenders shall be reinvited.

the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

19.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

20 Correction of errors

The Tenderer can do Modifications before submitting their bids online only.

21. Evaluation and comparison of Tenders

21.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 19.

21.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

21.4 **If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 25 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.**

F. Award of Contract

22. Award criteria

22.1 Subject to Clause 24, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

23. Employer's right to accept any Tender and to reject any or all Tenders

23.1 Notwithstanding Clause 22, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

24. Notification of award and signing of Agreement

24.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by, e-mail or facsimile or e-procurement portal or through letter . This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

24.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 25.

24.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

25.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

25. Security deposit

25.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to **5%** of the Contract price:-

Banker's cheque/Demand draft,/Pay Order in favour of The Executive Engineer, Byatarayanapura Division, BBMP, Bangalore -64. or

- A bank guarantee in the form given in Section 10

25.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

25.3 The security deposit if furnished in demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

25.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 25.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

26. Corrupt or Fraudulent practices

26.1 The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK :

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

26.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 43.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]

Place of Registration _____ (Attach Copy)

Principal place of business: _____

1.2 Total value of works executed and payments received in the last five years (in Rs. Lakhs) (Attach Certificate from Chartered Accountant)

2019-20_____

*2020-21*_____

2021-22_____

2022-23_____

2023-24_____

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above. (Attach the certificate from the Engineer in charge not below the rank of Executive Engineer)

Project explaining reasons for delay in completion of work	Name of Employer	Description of Work	Contract Number	Value of Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of completion	Remarks
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above: (Attach the certificate from the Engineer in charge not below the rank of Executive Engineer)

Year	Name of Work	Name of Employer	Quantity of work performed (As per Clause 3.2 (C)			Remarks (Indicate contract reference)
			Supply of Unskilled (Heavy work),Unskilled	Supply of Hydraulic Excavator of 0.9 m3 bucket	Supply of Tractor-Trolley on hire basis including operator	
2019-20						

2020-21						
2021-22						
2022-23						
2023-24						

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works: (Attach the certificate from the Engineer in charge not below the rank of Executive Engineer)

Description of works[2]	Place & State	Anticipated & Date of completion	Contract No. and Address of Employer	Name Contract (Rs. lakhs)	Value of period of completion	Stipulated remaining completed (Rs. lakhs)	Value of to be completed
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

1.6. The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement		Owned and available		Remarks
	No.	Capacity	Owned Capacity	Number/ Condition	Age/

As per Section-2 A-General Clause 3.3 (a) & (b)

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

[2]

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s …… is a reputed company with a good financial standing. If the contract for this work, namely Removal of silt & Other maintenance of roads and drains in new ward no. 09 Hebbala Kempapura is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of **Rs 10.00 Lakhs** to meet the working capital requirements for executing the above contract.

Sd/-
Name of the Bank, Senior Bank Manger
Address:

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price.
(Attach Certificate from the respective employers.)

Item of Work of similar work	Value of Sub-Contract	Identified Sub-Contractor	Experience (Name and address)
DELETED			

1.12 Information on litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

SECTION 4: FORMS OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Removal of silt & Other maintenance of roads and drains in new ward no. 09 Hebbala Kempapura.

To:
The Executive Engineer
Byatarayanapura Division
B.B.M.P. Bangalore-92

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of …… (in fig)
……(in letters)

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,
Authorized Signature:
Name & Title of Signatory:
_____

Name of Tenderer _____
Address: ----------

Letter of Acceptance
(letterhead paper of the Employer)

_____[date]

To: _____[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the

Removal of silt & Other maintenance of roads and drains in new ward no. 09 Hebbala Kempapura the Contract Price of Rupees (
) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit in the form detailed in Clause 25.1 of ITT for an amount of Rs.———— within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of **expiry of Defects Liability Period i.e. up to 2 Years and sign the contract, failing which action as stated in Para 25.4 of ITT will be taken.**

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

--

Issue of Notice to proceed with the work

(letterhead of the Employer)

————— (date)

To

————————————— (name and address of the Contractor)

————————————————

————————————————

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 25.1 and signing of the contract agreement for the Removal of silt & Other maintenance of roads and drains in new ward no. 09 Hebbala Kempapura at Tender Price of Rs.————————, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature,name and title of Signatory

authorized to sign on behalf of Employer)

Agreement Form

Agreement

This agreement, made the _____day of _____20_____, between The Executive Engineer, Byatarayanapura Division, BBMP, Bangalore-4 (hereinafter called "the Employer") of the one part and _____
_____
____[name and address of contractor] (hereinafter called "the Contractor") of the other part. Removal of silt & Other maintenance of roads and drains in new ward no. 09 Hebbala Kempapura Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   - i) Letter of Acceptance;
   - ii) Notice to proceed with the works;
   - iii) Contractor's Tender;
   - iv) Contract Data;
   - v) Conditions of contract (including Special Conditions of Contract);
   - vi) Specifications;
   - vii) Drawings;
   - viii) Bill of Quantities; and
   - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said
_____
_____

in the presence of:
Binding Signature of Employer

_____

Binding Signature of Contractor

_____

SECTION 5: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 34 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 38.1
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) Any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 **Deleted**

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work.

The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:

(a) In so for as rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor's design; or

(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

(i) could not have reasonably foreseen; or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Queries about the Contract Data

13.1 The Employer will clarify queries on the Contract Data.

14. Contractor to construct the Works

14.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

15. The Works to be completed by the Intended Completion Date

15.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

16. Safety

16.1 The Contractor shall be responsible for the safety of all activities on the Site.

17. Discoveries

17.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

18. Possession of the Site

18.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

19. Access to the Site

19.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

20. Instructions

20.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

B. Time Control

21. Program

21.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

21.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

22. Extension of the Intended Completion Date

22.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

22.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

23. Delays ordered by the Employer

23.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

24. Management meetings

24.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

24.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

25. Identifying defects

25.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

26. Tests

26.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

27. Correction of defects

27.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

27.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer’s notice.

28. Uncorrected defects

28.1 If the Contractor has not corrected a Defect within the time specified in the Employer’s notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D . Cost Control

29. Bill of Quantities (BOQ)

29.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

29.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

30. Variations

30.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

30.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

30.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

30.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and if no such confirmation is received within 30 days failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any. Further approval of Govt. has to be obtained for the variation exceeding 5%.

31. Payments for Variations

31.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

31.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

31.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

31.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 31.1 or 31.2 or 31.3 above, the Contractor shall be

requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

31.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

31.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

31.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

32. Submission of bills for payment

32.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

32.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

32.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

33. Payments

33.1 Payments shall be adjusted for deductions for advance payments, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor within 60 days of submission of bill. The contractor shall be liable to pay the liquidated damages for short fall in progress. For progress beyond the approved program, payment is subject to availability of grants.

33.2 Items of works for which no rates or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the contract.

34. Compensation events

34.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.

(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.

(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(e) The effect on the Contractor of any of the Employer's Risks.

(f) The Employer unreasonably delays issuing a Certificate of Completion.

(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

34.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

34.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

34.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

35. Tax

35.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

36. Liquidated damages

36.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

36.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

37. Cost of Repairs:

37.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

38. Completion

38.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

39. Taking over

39.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

40. Final account

40.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

41. As built drawings

41.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

41.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

42. Termination

42.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

42.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) Deleted.

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) Deleted

(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(f) the Contractor does not maintain a security which is required;

(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

42.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 42.2 above, the Employer shall decide whether the breach is fundamental or not.

42.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

42.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

43. Payment upon Termination

43.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

43.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

44. Property

44.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor’s default.

45. Release from performance

45.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

General Conditions :

(a) 1% of the Tendered amount will be deducted towards “Labour Welfare Fund “.

(b) The Tenderer has to produce all the relevant Documents as indicated in the Bid Document in originals during the opening of the Technical Bid “ Mandatorily “ . This is in addition to Uploading all the relevant Documents in the e-procurement portal. If the Originals are not submitted, the Tender will be rejected.

(c) All other documents which are required to be submitted are to be uploaded in the e-Procurement Portal in General Documents section, while electronically submitting the bid. If any of the Documents as desired are not submitted the Tender will be rejected.

F. Special Conditions of Contract

1. Labour :

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations :

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract: **Clause Reference**

The Employer is :

[1.1]

Address: The Executive Engineer, Byatarayanapura Division BBMP Bangalore

Name of authorized Representative:

The name and identification number of the Contract is

Removal of silt & Other maintenance of roads and drains in new ward no. 09 Hebbala Kempapura The start date shall be the date of issue of notice to proceed with the work. Section 4

The Intended Completion Date for the whole
of the Works is Four Months with the following milestones

The Site Possession Date is: One week after the issue of work order.
[18]

The Site is located at in Byatarayanapura Bangalore-92.
[1.1]
And is defined in drawings nos.
The Defects Liability Period is 1 Years [27]

The liquidated damages for the whole of the works are
[36]
Rs. 0.10 % of contract price per day

The maximum amount of liquidated damages for the whole of the works
is ten percent of final contract price.

The date by which “as-built” drawings (in scale 1:100) in 2 sets are required is within 30 days of issue
of certificate of completion [41]

The amount to be withheld for failing to supply “as built” drawings or supply of Operation and Maintenance Manuals by the date required is Rs. 25000.00
[41]

The following events shall also be fundamental breach of the contract :
[42.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's [43.1]
additional cost for completing the Works shall be 30 percent.

SECTION 7: SPECIFICATIONS

Enclosed Separately in eprocurement Portal

SECTION 8: DRAWINGS

Enclosed Separately in eprocurement Portal

SECTION-9 BILL OF QUANTITIES

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: Executive Engineer,
Byatarayanapura Division Bangalore-64

WHEREAS _____ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute Removal of silt & Other maintenance of roads and drains in new ward no. 09 Hebbala Kempapura AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____Rupees_____ _____, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____